

# **EXHIBIT 7**

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**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

3M COMPANY,

Plaintiff,

vs.

RX2LIVE, LLC and RX2LIVE, INC.,

Defendants.

Case No. 1:20-cv-00523-NONE-SAB

**FIRST AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL**

**JURY TRIAL DEMANDED**

Original Complaint Filed: April 10, 2020

**COMPLAINT**

Plaintiff 3M Company (“3M” or “Plaintiff”), by and through its undersigned attorneys, as and for its Complaint against Defendants RX2Live, LLC and RX2Live, Inc. (collectively, “RX2Live” or “Defendant”), hereby alleges as follows based on knowledge of its own actions, and on information and belief as to all other matters:

**NATURE OF THE ACTION**

1. This lawsuit concerns Defendant’s use of 3M’s famous trademarks to perpetrate a false and deceptive price-gouging scheme on unwitting customers and consumers, including Fresno-based healthcare provider Community Medical Centers, Inc. (“CMC”), during the global COVID-19 pandemic.

2. Throughout its history, 3M has been providing state-of-art, industry-leading scientific and medical products to consumers throughout the world under its famous 3M marks. Based on this longstanding, continuous use, consumers associate the 3M marks uniquely with 3M. Now, more than ever, consumers are also relying on the famous 3M marks to indicate that the products offered thereunder are of the same superior quality that consumers have come to expect over the past century. This is especially true with respect to 3M’s numerous industry-leading healthcare products and personal protective equipment (“PPE”), including Plaintiff’s 3M-brand N95 respirators.

3. Healthcare professionals and other first responders are heroically placing their health and safety on the line to battle COVID-19. To assist in the battle against COVID-19, 3M is supplying healthcare workers and other first responders with 3M-brand N95 respirators. For example, in the last week of March 2020, 3M supplied healthcare workers throughout the United States with 10 million of its 3M-brand N95 respirators. 3M also recently announced that it will import 166.5 million of its 3M-brand N95 respirators into the United States in the next three months to supplement its U.S. production, and has invested the capital and resources necessary to double its current annual global production of 1.1 billion respirators. In response to the COVID-19 outbreak and surge in need for N95 respirators, 3M has doubled its global output rate to nearly 100

1 million respirators per month, and it expects to produce around 50 million respirators per month in  
2 the United States by June 2020.

3 4. The demand for 3M-branded respirators has grown exponentially in response to the  
4 pandemic, and 3M has been committed to seeking to meet this demand while keeping its respirators  
5 priced fairly. 3M is working with customers, distributors, governments, and medical officials to  
6 direct 3M supplies to where they are needed most. Importantly, 3M has **not** increased the prices  
7 that it charges for 3M respirators as a result of the COVID-19 outbreak.

8 5. Unfortunately, any number of wrongdoers seek to exploit the current public health  
9 emergency and prey on innocent parties through a variety of scams involving 3M N95 respirators  
10 and other products in high demand. These scams include unlawful price-gouging, fake offers,  
11 counterfeiting, and other unfair and deceptive practices – all of which undercut the integrity of the  
12 marketplace and constitute an ongoing threat to public health and safety.

13 6. In response to fraudulent activity, price-gouging and counterfeiting related to N95  
14 respirators that has spiked in the marketplace in response to the pandemic, 3M is taking an active  
15 role to combat these activities. 3M's actions include working with law enforcement authorities  
16 around the world, including the U.S. Attorney General, state Attorneys General and local  
17 authorities to combat price-gouging. 3M has also created a website where people can report  
18 potential price-gouging and the "3M COVID-19 Fraud hotline" for end-users and purchasers of 3M  
19 products in the United States and Canada to call for information and to help detect fraud and avoid  
20 counterfeit products. Moreover, 3M is publishing information about its anti-price-gouging and  
21 counterfeiting efforts on the 3M website, including disclosure of 3M's list prices for its N95  
22 respirators and the web address and phone numbers that can be used to identify 3M authorized  
23 distributors and dealers in the United States and Canada. Further information about 3M's efforts  
24 are set forth in the 3M press release and publication attached hereto as **Exhibits 1 and 2**. This  
25 Complaint is another part of these efforts.

26 7. Despite 3M's extensive efforts during COVID-19, deplorable pandemic profiteers  
27 continue their quests to take advantage of healthcare workers, first responders, and others in a time  
28

1 of need and trade off the fame of the 3M brand and marks. Defendant is a prime example of this  
2 behavior.

3 8. On information and belief, on or before March 26, 2020, RX2Live mobilized its  
4 franchise network of 68 franchises located in California and 13 other states to offer 3M model no.  
5 8210 N95 respirators supposedly “direct from 3M” to health care customers at grossly inflated  
6 prices. To do so, RX2Live equipped franchisees with a purchase order in blank indicating that N95  
7 respirators would be “direct from 3M” and an accompanying price list for N95 respirators likewise  
8 indicating that 3M model no. 8210 respirators were available “direct from 3M” in large quantities  
9 at the grossly inflated price of \$4.95 per respirator (approximately 300-400% above 3M’s list price).  
10 As RX2Live had no means to secure any respirators “direct from 3M” and no business relationship  
11 of any kind with 3M, these representations (and any further representations based on them) were  
12 false, deceptive, and harmful to 3M’s trademarks, goodwill, and reputation.

13 9. On March 27, 2020, Virginia Cooper, who is an employee or agent of Defendant  
14 RX2Live, contacted CMC via email to advertise PPE products available through RX2Live,  
15 including purported 3M-brand N95 respirators. Over the next several days, Ms. Cooper perpetuated  
16 the fraud by providing CMC with additional promotional materials, including a pricing list and a  
17 PowerPoint presentation reflecting that both documents were last edited by a management-level  
18 employee or agent of Defendant, Alex Myers. The PowerPoint presentation provided to CMC  
19 advertised the availability of “3M N95 1860” surgical respirators and “3M N95 8210” standard  
20 respirators, “Direct from 3M.” See **Exhibits 3, 4**. Moreover, the PowerPoint presentation stated  
21 that a minimum order of 10 million masks was required (at grossly inflated purchase prices of \$52  
22 million for surgical masks and \$49.5 million for standard masks in contrast to 3M’s list prices of  
23 \$12.7 million and \$10.2-\$13.1 million, respectively). The PowerPoint presentation further  
24 indicated that “3M requires payment in full before order can be placed. Payment is held in escrow  
25 until the order is completed.” See Exh. 4. Virtually all of these statements are false, deceptive,  
26 and/or unlawful.

27 10. Defendant is not, and never has been, an authorized distributor of any of 3M’s  
28 products and has no rights to use 3M’s famous marks. By using 3M’s famous marks in RX2Live’s

1 promotional materials and product listing, and holding itself out to have a direct supply relationship  
2 with 3M and its products, Defendant confused and deceived consumers in the State of California  
3 (and elsewhere) by offering for purchase products at unconscionably high prices that were  
4 approximately 4-5 times *above* 3M's list prices. This offer constituted extreme price-gouging by  
5 any measure, including under California law (Penal Code § 396). Not only does such price-gouging  
6 further strain the limited resources available to combat COVID-19, but such conduct justifiably has  
7 caused public outrage which threatens imminent and irreparable harm to 3M's brand as Defendant  
8 and similar pandemic profiteers promote an improper association between 3M's marks and  
9 exploitative pricing behavior.

10 11. To make matters worse, RX2Live has attempted to cover up and conceal all details  
11 relating to all sales, marketing, and financial information involving price-gouged 3M products and  
12 the use of the 3M brand through a written "Non-Circumvention, Non-Disclosure & Working  
13 Agreement" that RX2Live also provided to its franchisees. The agreement purports to bar the  
14 disclosure of the identities of anyone involved in any way in the scheme. As a consequence, the  
15 full scope of RX2Live's wrongdoing is unknown and likely cannot be determined in the absence  
16 of discovery.

17 12. 3M does not – and will not – tolerate individuals or entities deceptively trading off  
18 the fame and goodwill of the 3M brand and marks for their personal gain. This is particularly true  
19 against those who seek to exploit the surge in demand for 3M-brand products during the COVID-  
20 19 global pandemic which already has claimed tens of thousands of lives worldwide and over 1,000  
21 lives in the State of California alone.

22 13. Accordingly, to further protect consumers from confusion and mistake, to reduce  
23 the amount of time and energy that healthcare providers and procurement officers are forced to  
24 waste interacting with such schemes, as well as to forestall any further diminution to the 3M brand  
25 and marks' reputation, fame, and goodwill, Plaintiff brings this lawsuit against Defendant for  
26 federal and state trademark infringement, unfair competition, false association, false endorsement,  
27 false designation of origin, trademark dilution, false advertising, unlawful, unfair, and fraudulent  
28 business acts and practices. Plaintiff also seeks preliminary and permanent injunctive relief. As

1 described below, any damages, costs, or fees recovered by 3M will be donated to charitable  
2 COVID-19 relief efforts.

3 **THE PARTIES**

4 14. Plaintiff 3M Company is a Delaware corporation, with a principal place of business  
5 and corporate headquarters located at 3M Center, St. Paul, Minnesota 55144. 3M is a diversified  
6 technology company with a global presence and is among the leading manufacturers of products  
7 for many of the markets it serves, including PPE such as 3M-brand N95 respirators.

8 15. On information and belief, Defendant RX2Live, LLC is a Utah limited liability  
9 company with its corporate headquarters and principal place of business located at 597 South  
10 Pleasant Grove Boulevard, Pleasant Grove, Utah 84062. RX2Live describes itself as a franchisor  
11 in healthcare services, which provides healthcare professionals access to products, education, and  
12 services, including workplace and senior wellness programs. RX2Live supplies a range of PPE  
13 products to hospitals and healthcare providers, including the counterfeit 3M-brand N95 respirators  
14 at issue in this action, as well as other N95 respirators, surgical masks, nitrile and PVC gloves, hand  
15 sanitizer, isolation gowns, and supposed COVID-19 test kits.

16 16. On information and belief, Defendant RX2Live, Inc. is a Wyoming corporation with  
17 its principal places of business located at 5255 West 11000 North, Suite 225, Highland, Utah 84003  
18 and 1712 Pioneer Avenue, Suite 115, Cheyenne, Wyoming 82001. On information and belief,  
19 Defendant RX2Live, Inc. acquired all of the assets of RX2Live, LLC on January 1, 2019.

20 **JURISDICTION AND VENUE**

21 17. The claims for trademark infringement, unfair competition, false association, false  
22 endorsement, false designation of origin, trademark dilution, and false advertising, respectively,  
23 asserted in Counts I – IV, *infra*, arise under the Trademark Act of 1946 (as amended; the “Lanham  
24 Act”), namely, 15 U.S.C. §§ 1051 *et seq.* Accordingly, this Court has original and subject-matter  
25 jurisdiction over Counts I – IV pursuant to 28 U.S.C. §§ 1331, 1338(a), and 15 U.S.C. § 1121(a).

26 18. The claims for unlawful, unfair, and fraudulent business acts or practices and false  
27 advertising in violation of California Business and Professions Code §§ 17200 *et seq.* and 17500 *et*  
28 *seq.*, trademark dilution, unfair competition, and trademark infringement, asserted in

Counts V – VIII, *infra*, arise under California statutory and common law, and are so related to the federal claims asserted in Counts I – IV, *infra*, that they form part of the same case or controversy. Accordingly, this Court has supplemental jurisdiction over Counts V – VIII pursuant to 28 U.S.C. §§ 1338(b) and 1367(a). This Court also has subject matter jurisdiction on the separate and independent ground of diversity of citizenship pursuant to 28 U.S.C. § 1332(a). There is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

19. Defendant RX2Live has purposefully availed itself of the privilege of transacting business within the State of California, including in this District. RX2Live has also committed and intentionally directed tortious acts towards residents of the State of California, including in this District. For example, RX2Live recently used 3M’s famous marks as part of a price-gouging scheme to deceive CMC into believing that RX2Live was authorized by 3M to sell millions of 3M-brand N95 respirators for an aggregate price of nearly \$50 million – several multiples of the 3M list price. Plaintiff’s claims arise out of and relate to RX2Live’s transaction of business and tortious acts committed within the State of California, including in this District. Based on the foregoing, this Court has long-arm jurisdiction over RX2Live pursuant to Cal. Code Civ. Proc. § 410.10 and Fed. R. Civ. P. 4(k).

20. A substantial part of the events giving rise to the claims asserted, *infra*, occurred in this District. Accordingly, venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2).

21. Defendant is subject to personal jurisdiction in this District. Accordingly, venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)(3).

### **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

#### **I. Plaintiff 3M**

22. 3M has grown from humble beginnings in 1902 as a small-scale mining venture in Northern Minnesota to what it is today, namely: an industry-leading provider of scientific, technical, and marketing innovations throughout the world. Today, 3M’s portfolio includes more than 60,000 goods and services, ranging from household and school supplies, to industrial and manufacturing materials, to medical supplies and equipment.



**A. The 3M Brand**

23. 3M offers its vast array of goods and services throughout the world under numerous brands, including, for example: ACE; POST-IT; SCOTCH; NEXCARE; and more. Notwithstanding the widespread goodwill and resounding commercial success enjoyed by these brands, 3M's most famous and widely recognized brand is its eponymous "3M" brand.

24. The 3M brand is associated with products and materials for a wide variety of medical devices, supplies, PPE, including, for example: respirators; stethoscopes; medical tapes; surgical gowns, blankets, and tape; bandages and other wound-care products; and more. As such 3M-branded products are highly visible throughout hospitals, nursing homes, and other care facilities where patients, care providers, and procurement officers value and rely upon the high quality and integrity associated with the 3M brand.

**B. The Famous "3M" Marks**

25. Over the past century, 3M has invested hundreds of millions of dollars in advertising and promoting its 3M-brand products to consumers throughout the world (including, without limitation, its 3M-brand N95 respirator) under the standard-character mark "3M" and the inset 3M design mark (together, the "3M Marks"):



26. For decades, products offered by under the 3M Marks have enjoyed enormous commercial success (including, without limitation, its 3M-brand N95 respirator). Indeed, in 2019, alone, sales of products offered under the 3M Marks exceeded several hundred million USD.

27. Over the same period of time, products offered under the 3M Marks have regularly been the subject of widespread, unsolicited media coverage and critical acclaim.

28. Based on the foregoing, consumers associate the 3M Marks uniquely with 3M and recognize them as identifying 3M as the exclusive source of goods and services offered under the 3M Marks. Based on the foregoing, the 3M Marks have also become famous among consumers in the United States.

1           29. To strengthen 3M’s common-law rights in and to its famous 3M Marks, 3M has  
2 obtained numerous federal trademark registrations, including, without limitation: (i) U.S.  
3 Trademark Reg. No. 3,398,329, which covers the standard-character 3M mark in Int. Classes 9 and  
4 10 for, *inter alia*, respirators (the “‘329 Registration”), and (ii) U.S. Trademark Reg. No. 2,793,534,  
5 which covers the 3M design mark in Int. Classes 1, 5, and 10 for, *inter alia*, respirators (the “‘534  
6 Registration”). *See Exhibits 5-6.*

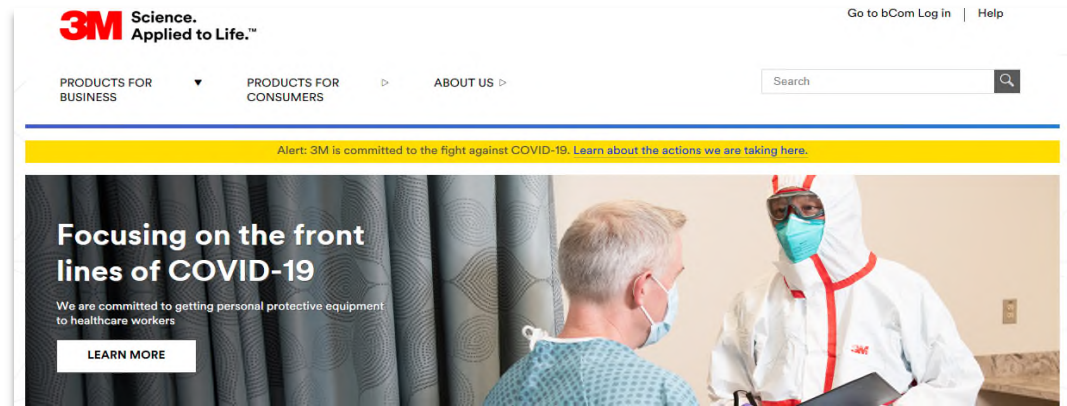
7           30. The ‘329 and ‘534 Registrations are valid, in effect, and on the Principal Trademark  
8 Register.

9           31. The ‘329 and ‘534 Registrations are “incontestable” within the meaning of 15  
10 U.S.C. § 1065. Accordingly, the ‘329 and ‘534 Registrations constitute conclusive evidence of: (i)  
11 3M’s ownership of the 3M Marks; (ii) the validity of the 3M Marks; (iii) the validity of the  
12 registration of the 3M Marks; and (iv) 3M’s exclusive right to use the 3M Marks throughout the  
13 United States for, *inter alia*, respirators.

14           32. Plaintiff’s famous 3M Marks do more than identify 3M as the exclusive source of  
15 goods and services offered thereunder. Indeed, the famous 3M Marks also signify to consumers  
16 that 3M-brand products offered under the 3M Marks are of the highest quality and adhere to the  
17 strictest quality-control standards. Now, more than ever, consumers rely on the famous 3M Marks’  
18 ability to signify that products offered under the 3M Marks are of the same high quality that  
19 consumers have come to expect of the 3M brand over the past century.

20           **C. 3M’s Extensive Efforts to Assist With the Battle Against COVID-19**

21           33. Medical professionals and first responders throughout the world are donning  
22 extensive PPE as they place their health and safety on the line in the battle against COVID-19. As  
23 3M states on the homepage of its website, it is “committed to getting personal protective equipment  
24 to healthcare workers”:



34. Among the PPE that 3M is providing to the heroic individuals on the front lines of the battle against COVID-19 are its 3M-brand N95 respirators.

35. Inset, below, is an image of 3M's branded Model 8210 respirator:



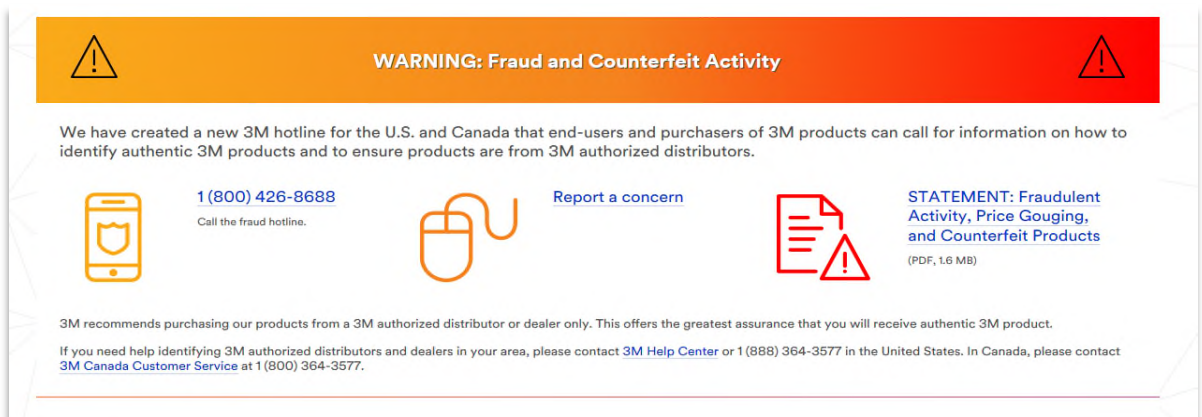
36. Authentic N95 respirators reduce exposure to airborne biological particles and liquid contamination when appropriately selected, fitted, and worn.

37. Based on the exponential increase in demand for 3M-branded N95 respirators, 3M has invested in the necessary capital and resources to double its annual production of 1.1 billion N95 respirators. *See* Exhs. 1, 2. **What 3M has not done in the face of the global COVID-19 pandemic is increase its prices.** *See id.*

38. Unfortunately, certain third parties do not share 3M's sense of civic responsibility during this time of crisis. Indeed, opportunistic third parties are seeking to exploit the increased demand for 3M-branded N95 respirators by offering to sell them for exorbitant prices, selling counterfeit versions of them, and accepting money for 3M-brand N95 respirators despite having no product to sell or never intending to deliver the product in the first place.

39. Accordingly, to protect both consumers and healthcare workers on the front lines of the COVID-19 battle from deception and inferior products, to reduce time wasted by healthcare providers and procurement officers on scams, as well as to protect 3M's goodwill, reputation, and carefully curated 3M brand, 3M is working diligently with law enforcement, retail partners, and others to combat unethical and unlawful business practices related to 3M-brand N95 respirators. For example, in late-March 2020, 3M's Chief Executive Officer, Mike Roman, sent a letter to U.S. Attorney General, William Barr, and the President of the National Governor's Association, Larry Hogan of Maryland, to offer 3M's partnership in combatting price-gouging. As shown in the inset image, additional examples of 3M's efforts to combat price-gouging, counterfeiting, and other unlawful conduct during COVID-19 include:

- a. 3M posted on its website the list price for its 3M-brand N95 respirators so that consumers can readily identify price-gouging (*See Exhibit 7*);
- b. 3M created a form on its website that consumers can use to report suspected incidents of price-gouging and counterfeiting (*See Exhibit 8*); and
- c. 3M created a fraud "hotline" that consumers can call to report suspect incidents of price-gouging and counterfeiting.



## II. Defendant's Unlawful Conduct

40. Despite 3M's extensive measures to combat price-gouging and counterfeiting of its 3M-brand N95 respirators, illicit activities by bad actors continue. Defendant is a prime example of this unlawful behavior, which is damaging the 3M brand and public health and safety in a time of unprecedented crisis.

1           41. According to promotional materials created and disseminated by Defendant,  
2 Defendant purports to have millions, if not billions, of 3M's N95 respirators available for sale to  
3 healthcare providers and other customers throughout the United States.

4           42. Because Defendant is not an authorized 3M dealer or distributor and has no  
5 relationship with 3M, this claim is implausible at best. But still, Defendant attempted to exploit the  
6 feelings of panic and desperation surrounding the COVID-19 public health emergency.

7           43. On or before March 26, 2020, Defendant provided a purchase order form and a price  
8 list to its franchisees as described in paragraph 8 above. Defendant instructed its franchisees to  
9 submit all orders for products on the price list, including "Face Mask N95 #8210 direct from 3M"  
10 to Defendant for handling. Defendant authorized, instructed, and urged its franchisees to engage  
11 in the scheme detailed herein, sought to orchestrate those activities on a system-wide scale, and  
12 mandated the concealment of those activities via a written contract. Defendant implemented the  
13 scheme through direct contact with potential customers as well as over social media.

14           44. For example, on March 27, 2020, Virginia Cooper contacted CMC, a prominent  
15 Fresno-area healthcare provider, to advertise the availability of PPE products at exorbitant prices.  
16 Ms. Cooper provided a spreadsheet listing the availability of "Face Mask N95 #8210 direct from  
17 3M." *See* Exh. 3 (excerpted below).

18



Personal Protective Equipment Product/Price List 3-26-2020			
ITEM #	DESCRIPTION	MIN. QTY / unit	UNIT PRICE per each piece unless noted
00A	Face Mask N95 #8210 direct from 3M	10,000,000 ea.	\$ 4.95

19  
20  
21

22           45. On March 30, 2020, Ms. Cooper provided CMC with a PowerPoint presentation  
23 containing "pictures, catalog codes, pricing and minimum requirements." *See* Exh. 4. The  
24 metadata on the pricing spreadsheet and the PowerPoint show that both documents were last  
25 modified by Alex Myers, the Los Angeles Regional Developer for RX2Live. *See Exhibit 9*  
26 (excerpted below).

27  
28



Last Modified	3/30/2020 3:36 PM
Created	3/25/2020 10:10 AM
Last Printed	
Related People	
Manager	Specify the manager
Author	 Kendel
	Add an author
Last Modified By	 Alex Myers

46. Defendant's PowerPoint presentation expressly references two models of 3M-brand N95 respirators: Model 1860 and Model 8210. The presentation, an excerpt of which is depicted below, prominently displays a photo of a respirator bearing the 3M Mark. The presentation also represents that the respirators are "Direct from 3M" and that "3M requires payment in full before order can be placed. Payment is held in escrow until the order is completed." Exh. 4, at p. 2. None of these statements are true.



47. The contents of Defendant's above-referenced PowerPoint presentation are intended to defraud, mislead and/or deceive a reasonable consumer into believing that Defendant is an authorized distributor of 3M's products and/or has an association or affiliation with 3M, which is not the case. Defendant does not, and never has, represented 3M, and 3M has never authorized Defendant or any other affiliates, agents, employees, or franchisees of Defendant to manufacture, distribute, advertise, market, offer for sale, receive payments on 3M's behalf, escrow funds on 3M's behalf, and/or sell 3M-brand N95 respirators.

48. What is more, in an effort to profit from the public's dire need of PPE during the global COVID-19 pandemic, Defendant's quote of \$5.20 per 3M brand, N95 Model 1860 respirator is more than quadruple 3M's posted list price of \$1.27 per respirator. *See* Exhs. 4, 7.

49. Defendant's quote of \$4.95 per 3M brand, N95 Model 8210 respirator is approximately 4-5 times 3M's posted list price of \$1.02-\$1.31 per respirator. *See id.*

50. Defendant understands that the scheme it undertook was wrong. This is evident from early efforts to conceal the activities via the “Non-Circumvention, Non-Disclosure & Working Agreement” that Defendant provided to its franchisee network for use in conjunction with activities involving 3M N95 respirators and a long list of other products. Furthermore, one business day after this action was filed, Defendant instructed its franchisees “to discontinue all sales activity of 3M masks.” There is no way to know if Defendant or its nationwide network of franchisees have actually discontinued their sales and marketing activities involving the 3M brand.

51. Based on the foregoing, 3M seeks relief against Defendant for federal and state trademark infringement, unfair competition, false association, false endorsement, false designation of origin, trademark dilution, false advertising, and unlawful, unfair, and fraudulent business acts and practices.

## CLAIMS FOR RELIEF

## FIRST CLAIM FOR RELIEF

*(Trademark Infringement Under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1))*

*(Infringement of the Federally Registered 3M Marks)*

52. 3M repeats and incorporates by reference the statements and allegations in paragraphs 1 – 51 of the Complaint as though set forth fully herein

53. Count I is a claim for trademark infringement under 15 U.S.C. § 1114.

54. 3M is the exclusive owner of each of the federally registered 3M Marks.

55. 3M has the exclusive right to use each of the 3M Marks in United States commerce for, *inter alia*, advertising, promoting, offering for sale, and selling Plaintiff's 3M-brand N95 respirators.

1           56. 3M's exclusive rights in and to each of the 3M Marks predate any rights that  
2 Defendant could establish in and to any mark that consists of "3M" in whole and/or in part.

3           57. Both of the 3M Marks are fanciful and/or arbitrary when used for respirators and,  
4 therefore, are inherently distinctive.

5           58. Both of the 3M Marks identify 3M as the exclusive source of products offered under  
6 the 3M Marks (including, without limitation, 3M-brand N95 respirators) and, therefore, the 3M  
7 Marks have acquired distinctiveness.

8           59. Defendant is using the 3M Marks in commerce to advertise, promote, offer for sale,  
9 and sell 3M-branded N95 respirators, including, for example, in communications to healthcare  
10 providers listing the products that Defendant purportedly has available for sale.

11           60. Defendant's use of the 3M Marks in commerce on, for, and/or in connection with  
12 the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein, is causing,  
13 and is likely to continue to cause, consumer confusion, mistake, and/or deception about whether  
14 Defendant is 3M, and/or whether Defendant is a licensee, authorized distributor, and/or affiliate of  
15 3M and/or products that 3M offers under its 3M Marks, including, without limitation, 3M-brand  
16 N95 respirators.

17           61. Defendant's use of the 3M Marks in commerce on, for, and/or in connection with  
18 the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein, is causing,  
19 and is likely to continue cause, consumer confusion, mistake, and/or deception about whether  
20 Defendant and/or Defendant's products are affiliated, connected, and/or associated with 3M and/or  
21 products that 3M offers under its 3M Marks, including, without limitation, 3M-brand N95  
22 respirators.

23           62. Defendant's use of the 3M Marks in commerce on, for, and/or in connection with  
24 the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein is causing,  
25 and is likely to continue to cause, consumer confusion, mistake, and/or deception about whether  
26 Defendant and/or Defendant's products originate with, and/or are sponsored or approved by, and/or  
27 offered under a license from, 3M or vice versa.

28           63. 3M has not consented to the use of its famous 3M Marks by Defendant.



1           64. Based on 3M's longstanding and continuous use of its 3M Marks in United States  
2 commerce, as well as the federal registration of the 3M Marks, Defendant had actual and  
3 constructive knowledge of 3M's superior rights in and to the 3M Marks when Defendant began  
4 using the 3M Marks as part its bad-faith scheme to confuse and deceive consumers, as alleged,  
5 herein.

6           65. Upon information and belief, Defendant adopted and used the 3M Marks in  
7 furtherance of Defendant's willful, deliberate, and bad-faith scheme of trading upon the extensive  
8 consumer goodwill, reputation, fame, and commercial success of products that 3M offers under its  
9 3M Marks, including, without limitation, 3M-brand N95 respirators.

10           66. Upon information and belief, Defendant has made, and will continue to make,  
11 substantial profits and gain from its unauthorized use of the 3M Marks, to which Defendant is not  
12 entitled at law or in equity.

13           67. Upon information and belief, Defendant's acts and conduct complained of herein  
14 constitute trademark infringement in violation of 15 U.S.C. § 1114(a).

15           68. 3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts  
16 and conduct complained of herein, unless restrained by law. The damage suffered by 3M is  
17 exacerbated by the fact that Defendant is advertising and offering for sale 3M-branded N95  
18 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are  
19 necessary to protect public health. Such conduct has inspired intense public criticism of the manner  
20 in which 3M's respirators are being distributed and sold during the COVID-19 pandemic and  
21 significant confusion about 3M's role in the marketplace for masks that are essential to  
22 safeguarding public health. Whereas 3M's corporate values and brand image center around the  
23 application of science to improve lives, Defendant's conduct imminently and irreparably harms  
24 3M's brand.

25           69. 3M has no adequate remedy at law.

26       / / /

27       / / /

28       / / /

**SECOND CLAIM FOR RELIEF**

*(Unfair Competition, False Endorsement, False Association, and False Designation of Origin  
Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A))  
(Use of the 3M Marks)*

70. 3M repeats and incorporates by reference the statements and allegations in paragraphs 1 – 69 of the Complaint as set forth fully herein.

71. Count II is a claim for federal unfair competition, false endorsement, false association, and false designation of origin under 15 U.S.C. § 1125(a)(1)(A).

72. Upon information and belief, Defendant's acts and conduct complained of herein constitute unfair competition, false endorsement, false association, and/or false designation of origin in violation of 15 U.S.C. § 1125(a)(1)(A).

73. Upon information and belief, Defendant's use of Plaintiff's famous 3M Marks to advertise, market, offer for sale, and/or sell purported 3M-brand N95 respirators to consumers at exorbitant prices, in general, and during a global pandemic such as COVID-19, specifically, also constitutes unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A).

74. Defendant has also falsely held itself out to be an agent of and/or authorized by 3M to sell and/or distribute 3M-branded products, when this is not the case.

75. 3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts and conduct complained of herein, unless restrained by law.

76. 3M has no adequate remedy at law.

**THIRD CLAIM FOR RELIEF**

*(Trademark Dilution Under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c))  
(Dilution of the Famous 3M Marks)*

77. 3M repeats and incorporates by reference the statements and allegations in paragraphs 1 – 76 of the Complaint as though set forth fully herein.

78. Count III is a claim for federal trademark dilution under 15 U.S.C. § 1125(c).

1           79.     The 3M Marks were famous before and at the time Defendant began using the 3M  
2 Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale,  
3 and/or sale of products (including, without limitation, 3M's branded N95 respirators).

4           80.     Defendant's use of Plaintiff's famous 3M Marks in commerce on, for, and/or in  
5 connection with the advertising, promotion, offering for sale, and/or sale of products (including,  
6 without limitation, 3M's branded N95 respirators) is likely to dilute the distinctive quality of the  
7 famous 3M Marks, such that the famous 3M Marks' established selling power and value will be  
8 whittled away.

9           81.     Defendant's use of Plaintiff's famous 3M Marks in commerce on, for, and/or in  
10 connection with the advertising, promotion, offering for sale, and/or sale of products (including,  
11 without limitation, 3M's branded N95 respirators) is likely to dilute the distinctive quality of the  
12 famous 3M Marks, such that the famous 3M Marks' ability to identify 3M as the exclusive source  
13 of products offered under the 3M Marks (including, without limitation, 3M's branded N95  
14 respirators) will be whittled away.

15           82.     Defendant's use of Plaintiff's famous 3M Marks in commerce on, for, and/or in  
16 connection with the advertising, promotion, offering for sale, and/or sale of products (including,  
17 without limitation, 3M's branded N95 respirators) at exorbitant prices, in general, and during a  
18 global pandemic such as COVID-19, specifically is likely to dilute the reputation of the famous 3M  
19 Marks, such that the famous 3M Marks' established ability to indicate the superior quality of  
20 Products offered under such Marks (including, without limitation, 3M's branded N95 respirators),  
21 will be whittled away.

22           83.     Upon information and belief, Defendant's acts and conduct complained of herein  
23 constitute trademark dilution in violation of 15 U.S.C. § 1125(c).

24           84.     3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts  
25 and conduct complained of herein, unless restrained by law. The damage suffered by 3M is  
26 exacerbated by the fact that Defendant is advertising and offering for sale 3M-branded N95  
27 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are  
28 necessary to protect public health. Such conduct has inspired intense public criticism of the manner

1 in which 3M's respirators are being distributed and sold during the COVID-19 pandemic and  
2 significant confusion about 3M's role in the marketplace for masks that are essential to  
3 safeguarding public health. Whereas 3M's corporate values and brand image center around the  
4 application of science to improve lives, Defendant's conduct imminently and irreparably harms  
5 3M's brand.

6 85. 3M has no adequate remedy at law.

7 **FOURTH CLAIM FOR RELIEF**

8 *(False Advertising Under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B))*

9 *(Defendant's March 26 Instructions to Franchisees, and March 27 and 30 Emails)*

10 86. 3M repeats and incorporates by reference the statements and allegations in  
11 paragraphs 1 – 85 of the Complaint as though set forth fully herein.

12 87. Count IV is a claim for false and deceptive advertising under 15 U.S.C. §  
13 1125(a)(1)(B).

14 88. The statements that Defendant made in its March 26 instructions to franchisees,  
15 March 27 and March 30 emails with CMC, and the PowerPoint presentation and pricing list  
16 provided to CMC, constitute commercial advertising and/or commercial promotion.

17 89. The statements that Defendant made in its March 26 instructions to franchisees,  
18 March 27 and March 30 emails with CMC, and the PowerPoint presentation and pricing list  
19 provided to CMC, contained false, misleading, and/or deceptive statements about the nature,  
20 characteristics, qualities, and/or geographic origin of Defendant and/or the products that Defendant  
21 allegedly had available for sale.

22 90. The statements that Defendant made in its March 26 instructions to franchisees,  
23 March 27 and March 30 emails with CMC, and the PowerPoint presentation and pricing list  
24 provided to CMC, contained false, misleading, and/or deceptive statements about the nature,  
25 characteristics, qualities, and/or geographic origin of 3M and the 3M-brand products, including,  
26 without limitation, 3M's branded N95 respirators.

1           91.     The false, misleading, and/or deceptive statements in Defendant's March 26  
2 instructions to franchisees, March 27 and March 30 emails, PowerPoint presentation, and pricing  
3 list were material to CMC's purchasing decisions.

4           92.     Defendant placed the March 26 instructions to franchisees, March 27 and March 30  
5 emails, PowerPoint presentation, and pricing list into interstate commerce by, *inter alia*, sending  
6 them to CMC

7           93.     Defendant's March 27 and March 30 emails, PowerPoint presentation, and pricing  
8 list have directly and/or proximately caused and/or are likely to cause 3M to suffer harm in the  
9 form of lost sales (including, without limitation, lost sales of 3M's branded N95 respirators), as  
10 well as irreparable diminution to the 3M brand and 3M Marks' reputation, fame, and goodwill.

11           94.     Upon information and belief, Defendant's acts and conduct complained of herein  
12 constitute false advertising in violation of 15 U.S.C. § 1125(a)(1)(B).

13           95.     3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts  
14 and conduct complained of herein, unless restrained by law. The damage suffered by 3M is  
15 exacerbated by the fact that Defendant is advertising and offering for sale 3M-branded N95  
16 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are  
17 necessary to protect public health. Such conduct has inspired intense public criticism of the manner  
18 in which 3M's respirators are being distributed and sold during the COVID-19 pandemic and  
19 significant confusion about 3M's role in the marketplace for masks that are essential to  
20 safeguarding public health. Whereas 3M's corporate values and brand image center around the  
21 application of science to improve lives, Defendant's conduct imminently and irreparably harms  
22 3M's brand.

23           96.     3M has no adequate remedy at law.

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**FIFTH CLAIM FOR RELIEF**

*(Trademark Dilution, Cal. Bus. Prof. Code §§ 14247)*

*(Dilution of the Famous 3M Marks)*

97. 3M repeats and incorporates by reference the statements and allegations in paragraphs 1 – 96 of the Complaint as though set forth fully herein, including, but not limited to the Third Claim for Relief above.

98. Count V is for trademark dilution under California Business and Professions Code § 14247.

99. Upon information and belief, Defendant's acts and conduct complained of herein constitute trademark dilution under California Business and Professions Code § 14247.

100. 3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts and conduct complained of herein, unless restrained by law..

101. 3M has no adequate remedy at law.

**SIXTH CLAIM FOR RELIEF**

*(Unfair Competition, Cal. Bus. Prof. Code §§ 17200 et seq.)*

*(Price-Gouging and False Advertising of 3M-branded Products)*

102. 3M repeats and incorporates by reference the statements and allegations in paragraphs 1 – 101 of the Complaint as though set forth fully herein.

103. Count VI is for unfair competition in violation of California Business and Professions Code § 17200 *et seq.*

104. On March 4, 2020, California Governor Gavin Newsome declared a state of emergency to exist in California in response to COVID-19.

105. That same day, California Attorney General Xavier Becerra issued a price-gouging alert reminding all Californians that, under Penal Code § 396, price-gouging is illegal in all California communities during the declared state of emergency.

106. On March 12, 2020, Governor Newsome issued an executive order further enhancing the ability of the California state and local government's ability to respond to COVID-19.

1           107. On information and belief, Defendant sold or offered to sell consumer goods,  
2 emergency supplies, and medical supplies (including, but not limited to 3M's branded N95  
3 respirators) for a price of more than 10 percent greater than the price charged by Defendant for  
4 those goods prior to the proclamation or declaration of emergency, in violation of Penal Code § 396.

5           108. Defendant's violation of Penal Code § 396 constitutes an unlawful business practice  
6 and an act of unfair competition within the meaning of California Business & Professions Code  
7 § 17200 *et seq.* It is also a crime under California law.

8           109. Defendant's unauthorized use in commerce of the 3M Marks is also likely to cause  
9 consumer confusion or mistake or to deceive consumers into believing that Defendant's products  
10 and/or services are sponsored by, endorsed by, or originate from 3M or are otherwise connected or  
11 affiliated with or approved by 3M, thereby causing loss, damage, and injury to 3M and to the  
12 purchasing public, constituting unlawful, unfair, and fraudulent business practices in violation of  
13 California Business & Professions Code § 17200 *et seq.*

14           110. Defendant's marketing and advertisement of products with the 3M Marks and as  
15 coming "Direct from 3M" in the United States, as alleged herein, was intended to and did mislead  
16 3M's customers and consumers to believe that such products were manufactured or distributed by,  
17 or authorized for manufacture or distribution by, 3M, in violation of California Business &  
18 Professions Code § 17500.

19           111. This conduct, together with Defendant's other acts alleged herein constitute unfair,  
20 unlawful, and fraudulent business acts and practices under California Business and Professions  
21 Code § 17200, because such acts are forbidden by various state and federal laws and are  
22 unscrupulous, unfair, and injurious to 3M. Defendant's acts have irreparably damaged 3M and the  
23 consuming public and will continue to do so unless restrained by this Court, and 3M is without an  
24 adequate remedy at law.

25           112. As a result of Defendant's wrongful conduct, 3M is entitled to, among other relief,  
26 an order enjoining and restraining Defendant from diverting, distributing, and selling the 3M-  
27 branded products and restoring to 3M any funds that were wrongfully collected by Defendant so  
28

1 that those funds may be donated to a COVID-19 charitable organization(s)/cause(s) of 3M's  
2 choosing.

3 **SEVENTH CLAIM FOR RELIEF**

4 *(False Advertising, Cal. Bus. Prof. Code §§ 17500 et seq.)*

5 *(False Advertising of 3M-branded Products)*

6 113. 3M repeats and incorporates by reference the statements and allegations in  
7 paragraphs 1 – 112 of the Complaint as though set forth fully herein.

8 114. Count VII is for false advertising in violation of California Business and Professions  
9 Code § 17500 *et seq.*

10 115. As alleged herein, Defendant has engaged in and continue to engage in violations of  
11 California Business and Professions Code § 17500 by making or disseminating untrue or  
12 misleading statements, with the intent to induce the purchase of 3M-branded N95 respirators, when  
13 Defendant knew or by the exercise of reasonable care should have known the statements were  
14 untrue, misleading, and likely to deceive the reasonable consumer and the public. Defendant's  
15 untrue or misleading representations include, but are not limited to the following:

- 16 a. Representing that Defendant was an agent of and/or authorized by 3M to sell and/or  
17 distribute 3M-branded products.
- 18 b. Representing that Defendant could supply 3M-branded N95 respirators "Direct from  
19 3M."
- 20 c. Representing that "3M requires payment in full before order can be placed."
- 21 d. Representing that "Payment is held in escrow until the order is completed."
- 22 e. Representing that Defendant had available for sale millions, if not billions, of 3M-  
23 branded N95 respirators and that the minimum order was 10 million units.

24 116. Such statements are untrue, false, and misleading because 3M has not authorized  
25 the use or direct sale of its 3M-branded products by Defendant. Likewise, 3M never authorized  
26 Defendant to accept deposits or payments on 3M's behalf or to hold any such funds in escrow.



1 117. Defendant knew, or by the exercise of reasonable care should have known at the  
2 time of making the statements, or causing the statements to be made, that it was untrue or  
3 misleading to hold itself out as an authorized distributor of 3M's branded N95 respirators.

4 118. Defendant engaged in the false and/or misleading advertising and marketing of the  
5 3M-branded N95 respirators, as alleged herein, with the intent to directly or indirectly induce  
6 consumers to purchase those respirators.

7 119. Had Defendant truthfully advertised that it was not authorized to sell 3M-branded  
8 products, consumers would not have purchased the products or would have purchased a different  
9 product from another manufacturer or distributor.

10 120. This false and misleading advertising of 3M-branded products by Defendant  
11 presents a continuing threat to consumers, as such conduct is ongoing to this day.

12 121. As a direct and proximate result of the aforementioned acts and omissions by  
13 Defendant, Defendant received and continue to hold monies rightfully belonging to 3M.

14 **EIGHTH CLAIM FOR RELIEF**

15 *(Unfair Competition and Trademark Infringement under California Common Law)*

16 *(Use of the 3M Marks)*

17 122. 3M repeats and incorporates by reference the statements and allegations in  
18 paragraphs 1 – 121 of the Complaint as though set forth fully herein.

19 123. Count VIII is for unfair competition and trademark infringement under California  
20 common law.

21 124. Upon information and belief, Defendant's acts and conduct complained of herein  
22 constitute unfair competition and trademark infringement in violation of California common law.

23 125. 3M has suffered, and will continue to suffer, irreparable harm from Defendant's acts  
24 and conduct complained of herein, unless restrained by law.

25 126. 3M has no adequate remedy at law.

26 / / /

27 / / /

28 / / /

**PRAYER FOR RELIEF**

**WHEREFORE**, based on Defendant's conduct complained of, herein, Plaintiff asks this Court:

A. To enter an Order, finding in Plaintiff's favor on each Claim for Relief asserted herein;

B. Pursuant to 15 U.S.C. § 1116:

1. To preliminarily and permanently enjoin Defendant, its agents, servants, employees, officers and all persons and entities in active concert and participation with them from using the 3M Marks (or any other mark(s) confusingly similar thereto) for, on, and/or in connection with the manufacture, distribution, advertising, promoting, offering for sale, and/or sale of any goods or services, including, without limitation, 3M-brand N95 respirator Marks;

2. To preliminarily and permanently enjoin Defendant, its agents, servants, employees, officers and all persons and entities in active concert and participation with them from falsely representing themselves as being distributors, authorized retailers, and/or licensees of 3M and/or any of 3M's products (including, without limitation, 3M-brand N95 respirator) and/or otherwise falsely representing to have an association or affiliation with, sponsorship by, and/or connection with, 3M and/or any of 3M's products; and

3. To order Defendant to file with the Court and serve upon Plaintiff's counsel, within 30 days after service of the order of injunction, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the injunction;

C. Pursuant to 15 U.S.C. § 1117:

1. To order Defendant to provide 3M with a full accounting of all manufacture, distribution and sale of products under the 3M Marks (including, without limitation, 3M-brand N95 respirators), as well as all profits derived therefrom;

2. To order Defendant to disgorge and pay to 3M – so as to be donated charitably pursuant to subpart H, *infra* – all of Defendant's profits derived from the sale of infringing goods offered under the 3M Marks (including, without limitation, 3M-brand N95 respirators);



1 Dated: April 19, 2020

**MAYER BROWN LLP**

2  
3 By: /s/ Carmine R. Zarlenga

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12 *Attorneys for Plaintiff 3M Company*

# EXHIBIT 1



Published on 3M News / United States (<https://news.3m.com>) on 4/6/20 5:58 pm CDT

# 3M and the Trump Administration Announce Plan to Import 166.5 Million Additional Respirators into the United States over the Next Three Months

## Release Date:

Monday, April 6, 2020 5:58 pm CDT

## Terms:

[Company \(English\)](#)

## Dateline City:

ST. PAUL, Minn.

*Imports to supplement the 35 million N95 respirators 3M currently produces in U.S. per month*

ST. PAUL, Minn.--(BUSINESS WIRE)--Today 3M and the Trump Administration are announcing a plan to import 166.5 million respirators over the next three months to support healthcare workers in the United States. 3M and the Administration worked together to ensure that this plan does not create further humanitarian implications for countries currently fighting the COVID-19 outbreak, and committed to further collaborate to fight price gouging and counterfeiting.

"I want to thank President Trump and the Administration for their leadership and collaboration," said 3M chairman and CEO Mike Roman. "We share the same goals of providing much-needed respirators to Americans across our country and combating criminals who seek to take advantage of the current crisis. These imports will supplement the 35 million N95 respirators we currently produce per month in the United States."

"Given the reality that demand for respirators outpaces supply, we are working around the clock to further expand our capacity, while prioritizing and redirecting our supplies to serve the most critical areas," Roman continued. "We'll continue to do all we can to protect our heroic healthcare workers and first responders, and I want to thank our 96,000 3Mers for your tireless efforts – including those in our plants and distribution centers around the world."

3M will import 166.5 million respirators over the next three months primarily from its manufacturing facility in China, starting in April. The Administration is committed to working to address and remove export and regulatory restrictions to enable this plan. The plan will also enable 3M to continue sending U.S. produced respirators to Canada and Latin America, where 3M is the primary source of supply.

As a global company, 3M has manufacturing operations around the world to serve local and regional markets. As the pandemic unfolds in different stages around the world, 3M will continue to work with governments to direct respirators and other supplies to serve areas most in need.

Beginning in January, 3M ramped up production of N95 respirators and doubled its global output to 1.1 billion per year – including the 35 million a month in the United States. 3M has already put into motion additional investments and actions that will enable it to double its capacity again to 2 billion globally within 12 months, with additional capacity to begin coming online in the next 60 to 90 days. In the United States, for example, 3M expects to be producing N95 respirators at a rate of 50 million per month in June, a 40 percent increase from current levels.

Last week 3M announced additional actions to address price gouging and counterfeit activity related to its respirators. 3M has not changed the prices it charges for respirators, and will take decisive action against those seeking to take illegal and unethical advantage of the COVID-19 outbreak.

## Forward-Looking Statements

This news release contains forward-looking information about 3M's financial results and estimates and business prospects that involve substantial risks and uncertainties. You can identify these statements by the use of words such as "anticipate," "estimate," "expect," "aim," "project," "intend," "plan," "believe," "will," "should," "could," "target," "forecast" and other words and terms of similar meaning in connection with any discussion of future operating or financial performance or business plans or prospects. Among the factors that could cause actual results to differ materially are the following: (1) worldwide economic, political, regulatory, capital markets and other external conditions and other factors beyond the Company's control, including natural and other disasters or climate change affecting the operations of the Company or its customers and suppliers; (2) risks related to public health crises such as the global pandemic associated with the coronavirus (COVID-19); (3) liabilities related to certain fluorochemicals, including lawsuits concerning various PFAS-related products and chemistries, and claims and governmental regulatory proceedings and inquiries related to PFAS in a variety of jurisdictions; (4) legal proceedings, including significant developments that could occur in the legal and regulatory proceedings described in the Company's Annual Report on Form 10-K for the year ended Dec. 31, 2019, and any subsequent quarterly reports on Form 10-Q (the "Reports"); (5) competitive conditions and customer preferences; (6) foreign currency exchange rates and fluctuations in those rates; (7) the timing and market acceptance of new product offerings; (8) the availability and cost of purchased components, compounds, raw materials and energy (including oil and natural gas and their derivatives) due to shortages, increased demand or supply interruptions (including those caused by natural and other disasters and other

events); (9) unanticipated problems or delays with the phased implementation of a global enterprise resource planning (ERP) system, or security breaches and other disruptions to the Company's information technology infrastructure; (10) the impact of acquisitions, strategic alliances, divestitures, and other unusual events resulting from portfolio management actions and other evolving business strategies, and possible organizational restructuring; (11) operational execution, including scenarios where the Company generates fewer productivity improvements than estimated; (12) financial market risks that may affect the Company's funding obligations under defined benefit pension and postretirement plans; and (13) the Company's credit ratings and its cost of capital. Changes in such assumptions or factors could produce significantly different results. A further description of these factors is located in the Reports under "Cautionary Note Concerning Factors That May Affect Future Results" and "Risk Factors" in Part I, Items 1 and 1A (Annual Report) and in Part I, Item 2 and Part II, Item 1A (Quarterly Reports), as updated by applicable Current Reports on Form 8-K. The information contained in this news release is as of the date indicated. The Company assumes no obligation to update any forward-looking statements contained in this news release as a result of new information or future events or developments.

#### About 3M

At 3M, we apply science in collaborative ways to improve lives daily. With \$32 billion in sales, our 96,000 employees connect with customers all around the world. Learn more about 3M's creative solutions to the world's problems at [www.3M.com](http://www.3M.com) or on Twitter @3M or @3MNews.

#### Language:

English

#### Contact:

Jennifer Ehrlich  
651-733-8805

#### Ticker Slug:

*Ticker:* MMM  
*Exchange:* NYSE

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**Source URL:** <https://news.3m.com/press-release/company-english/3m-and-trump-administration-announce-plan-import-1665-million-addition>

# EXHIBIT 2





PRODUCTS FOR  
BUSINESS ▼

PRODUCTS FOR  
CONSUMERS ▷

ABOUT US ▷

[3M United States](#) > Coronavirus



# Helping the world respond to COVID-19

3M is committed to doing everything we can to fight  
COVID-19 and support healthcare workers globally

The COVID-19 pandemic continues to affect all of us, and 3M is working around-the-clock to help provide critical tools for the fight. Our current focus: supporting healthcare and front-line workers around the world by manufacturing products they need to help protect their lives as they treat others.



## Increasing output of N95 respirators

Doubled our global output rate to nearly 100 million respirators per month; expect to produce about 50 million respirators per month in the U.S. by June 2020.

Anticipate doubling our global capacity to almost 2 billion respirators in the next 12 months.

We have not increased the [prices we charge for 3M respirators](#) in this crisis.

## Partnering with others to supply more

Working with governments to investigate alternate manufacturing scenarios and exploring coalitions with other companies to increase capacity further.

Partnering with Ford Motor Company to increase production of 3M Powered Air Purifying Respirators.

Secured authorization from the Chinese government to import about 10 million masks to the US from our manufacturing facility in China.

## Getting product to those who need it most

In the last seven days of March 2020, we sent 10 million N95 respirators to healthcare facilities across the U.S.

In the US, 90% of our N95 respirators designated for healthcare workers; remainder for critical industries including: food, energy and pharmaceutical.

Maximizing production of other important products, including hand sanitizers and disinfectants.

## Combatting price-gouging, fraud and counterfeiting

Working with law enforcement, retail partners and others to identify unethical, illegal counterfeiters and price-gougers related to 3M's respirators, remove them from e-commerce partner sites, and refer them to the appropriate law enforcement authorities.

Inviting those with concerns of potentially fraudulent activity, price gouging, or counterfeit 3M products [to report their concerns at 3M's website](#) so we can take action.



## WARNING: Fraud and Counterfeit Activity

We have created a new 3M ONE SAFE Document and Canada 1920 Page 4 of 10

end-users and purchasers of 3M products can call for information on how to identify authentic 3M products and to ensure products are from 3M authorized distributors.



[1 \(800\) 426-8688](tel:18004268688)  
Call the fraud hotline.



[Report a concern](#)



[STATEMENT: Fraudulent Activity, Price Gouging, and Counterfeit Products](#)  
(PDF, 1.6 MB)

3M recommends purchasing our products from a 3M authorized distributor or dealer only. This offers the greatest assurance that you will receive authentic 3M product.

If you need help identifying 3M authorized distributors and dealers in your area, please contact [3M Help Center](#) or 1 (888) 364-3577 in the United States. In Canada, please contact [3M Canada Customer Service](#) at 1 (800) 364-3577.

Learn about critical 3M products and  
access helpful resources



## **Personal Protective Equipment (PPE)**

Proper selection and use are key to utilizing respirators to help reduce exposure to airborne contaminants. Find Technical Bulletins, How to Videos, Fit Testing Resources and more information to help you protect your employees and yourself.

[Learn more about personal protective equipment](#)

## **Commercial Cleaning Solutions**

Get information and application tips on 3M cleaning and disinfectant products for use by facility managers, building service contractors and all who clean public spaces.

[Learn more about commercial cleaning solutions](#)

## **Supporting Health Care Providers**

Every day, health care workers on the front lines put themselves at risk to ensure others are cared for. 3M Medical offers resources and information to help protect providers and patients, especially during this challenging time.

[Learn more about health care provider resources](#)

Stay up to date with 3M's response to COVID-19



April 01, 2020

## **Putting healthcare workers first during the coronavirus outbreak**





March 31, 2020







[READ MORE IN THE 3M NEWS CENTER](#)

## Stay up-to-date on the science of COVID-19

If you have questions about the virus and how to best protect yourself, please consult the sources below for the most current guidelines and recommended precautions.





## **Center for Disease Control and Prevention**

- [2020 Situation Summary](#)
- [What You Need to Know](#)
- [Interim Infection Prevention and Control Recommendations for Patients with Suspected or Confirmed Coronavirus Disease 2019 \(COVID-19\) in Healthcare Settings](#)

## **World Health Organization**

- [Coronavirus](#)
- [Infection prevention and control during health care when novel coronavirus \(nCoV\) infection is suspected](#)

## **Contact Media Relations**

Media inquiries regarding 3M's response to the coronavirus situation should be referred to 3M Media Relations.

[Contact Us](#)

# EXHIBIT 3

**From:** Virginia Cooper <vcooper.rx2live@gmail.com>  
**Sent:** Friday, March 27, 2020 1:44 PM  
**To:** Tiffani Quinto  
**Subject:** PPE products  
**Attachments:** Copy of COVID PPE Products-Price List.xlsx

Tiffany,

Please see attached the PPE products that are available through RX2LIVE. Please reach out with any additional questions and I will do my best to answer them or get them answered as swiftly as possible.

**CAUTION: \*\*EXTERNAL EMAIL\*\*** Do NOT click links or open attachments unless you recognize the sender and

## Personal Protective Equipment Product/Price List 3-26-2020

ITEM #	DESCRIPTION	MIN. QTY / unit	UNIT PRICE per each piece unless noted
00A	Face Mask N95 #8210 direct from 3M	10,000,000 ea.	\$ 4.95
001	Face Mask N95 (CE, FDA)	100,000 ea.	\$ 3.89
001A	Face Mask N95 (CE, FDA)	20,000 ea.	TBD
002	Face Mask KN95 (CE)	100,000 ea.	\$ 1.99
003	Face Mask Medical - disposable (CE)	100,000 ea.	\$ 0.52
004	Face Mask-Surgical - disposable (CE, FDA)	100,000 ea.	\$ 0.76
005	Face Mask Daily - disposable (CE)	100,000 ea.	\$ 0.39
006	Isolation Gown - Hospital ICU (CE)	10,000 ea.	\$ 56.25
007	Isolation Gown - Hospital Normal (CE)	10,000 ea.	\$ 14.10
008	Daily Protective Gown (CE)	10,000 ea.	\$ 11.00
009	Nitrile Gloves - powder free (CE, FDA)	3,000 cartons	\$ 68.00
010	PVC Gloves - powder free (CE, FDA)	3,000 cartons	\$ 47.00
011	Medical Face Shield (CE, FDA)	5,000 cartons	\$ 6.00
012	Glasses/Goggles 3m Anti-mist (CE, FDA)	100,000 cartons	\$ 9.75
013	Hand Sanitizer- Antibacterial 75% alcohol / 55ml (CE)	100,000 cartons	\$ 2.70
014	Hand Sanitizer- Antibacterial 75% alcohol / 100g (CE)	100,000 cartons	\$ 2.80
015	Hand Sanitizer- Antibacterial 75% alcohol / 100ml (CE)	100,000 cartons	\$ 2.80
016	Hand Sanitizer- Antibacterial 75% alcohol / 500ml (CE)	100,000 cartons	\$ 4.80
016A	Hand Sanitizer- Antibacterial 75% alcohol / 55ml (SDS)	100 cases	\$ 5.80
017	COVID-19 IgG/IgM Detection (CE)	10,000 cartons	\$ 19.75
018	Thermometer-Infrared (CE)	10,000 cartons	\$ 49.99

price per  
carton  
price per  
carton

\*Information about quantities in each carton or case will be coming.

# EXHIBIT 4

**From:** Virginia Cooper <vcooper.rx2live@gmail.com>  
**Sent:** Monday, March 30, 2020 4:01 PM  
**To:** Tiffani Quinto  
**Subject:** Here is the latest PPE update that I have been given.  
**Attachments:** PPE Product List - pictures 3-26-20 (1).pptx

Attached are pictures, catalog codes, pricing and minimum requirements.

Virginia Cooper

**CAUTION: \*\*EXTERNAL EMAIL\*\*** Do NOT click links or open attachments unless you recognize the sender and



#01860

**3M N95 1860**  
*Direct from 3M*

Minimum Order 10 million

*3M requires payment in full before order can be placed. Payment is held in escrow until the order is completed*

\$5.20 ea





#08210

**3M N95 8210**  
*Direct from 3M*

Minimum Order 10 million

*3M requires payment in full before order can be placed. Payment is held in escrow until the order is completed*

\$4.95 ea





#001

**N95**  
*CE, FDA*

Minimum Order 100,000

\$2.99 ea



#002

**KN95**  
*CE*

Minimum Order 100,000

\$1.99 ea





#003

**Medical Face Masks - Disposable**  
*CE*

Minimum Order 100,000

\$0.52 ea





#004

**Surgical Masks - Disposable  
(Ethylene Oxide Sterile)**

*CE, FDA*

Minimum Order 100,000

\$0.76 ea





#005

**Daily Protective Face Mask - Disposable**  
*CE, FDA*

Minimum Order 100,000

\$0.39 ea



#006

**Isolation Gowns - Hospital ICU Use**  
*CE*

Minimum Order 10,000

\$56.25 ea





#007

**Isolation Gowns - Hospital Normal Use**  
*CE*

Minimum Order 10,000

\$14.10 ea



#008

**Daily Protective Gowns**  
*CE*

Minimum Order 10,000

\$11.00 ea





#009

**Nitrile Gloves – Powder Free**  
*CE, FDA*

Minimum Order 3,000 Cartons

\$68/carton



#010

**PVC Gloves – Powder Free**  
*CE, FDA*

Minimum Order 3,000 Cartons

\$47/carton





#011

**Medical Face Shield**  
*CE, FDA*

Minimum Order 5,000 Shields

\$6.00



#012

**3M Protective Anti-Mist Glasses**  
*CE, FDA*

Minimum Order 100,000 Cartons

\$9.75





55ml

#013

**Antibacterial Instant Hand Sanitizer**  
**– 75% Alcohol**  
*CE*

Minimum Order 100,000 Cartons

\$2.70



100g

#014

**Antibacterial Instant Hand Sanitizer**  
**– 75% Alcohol**  
*CE*

Minimum Order 100,000 Cartons

\$2.80





100ml

#015

**Antibacterial Instant Hand Sanitizer**  
**– 75% Alcohol**  
*CE*

Minimum Order 100,000 Cartons

\$2.80



500ml

#016

**Antibacterial Instant Hand Sanitizer**  
**– 75% Alcohol**  
*CE*

Minimum Order 100,000 Cartons

\$4.80





#016A

**Antibacterial Instant Hand Sanitizer**  
**– 75% Alcohol**  
*SDS*

Minimum Order 100 Cases

\$5.80



#017

**COVID-19 IgG/IgM Detection Kit  
(Colloidal Gold)**

*CE*

Minimum Order 10,000 Cartons

\$19.75





#018

**Infrared Thermometer**  
*CE*

Minimum Order 10,000 Cartons

\$49.99



# EXHIBIT 5

**Int. Cls.: 9 and 10**

**Prior U.S. Cls.: 21, 23, 26, 36, 38, 39 and 44**

**Reg. No. 3,398,329**

**United States Patent and Trademark Office**

**Registered Mar. 18, 2008**

**TRADEMARK  
PRINCIPAL REGISTER**

**3M**

3M COMPANY (DELAWARE CORPORATION)  
3M CENTER, 220-9E-01  
2501 HUDSON ROAD  
ST. PAUL, MN 55144

FOR: FULL LINE OF PARTICULATE, OZONE, GAS, VAPOR, CHEMICAL, BIOHAZARD AND OTHER RESPIRATORS, INCLUDING FILTERING FACE-PIECE RESPIRATORS AND ELASTOMERIC FACE-PIECE RESPIRATORS, OTHER THAN FOR ARTIFICIAL RESPIRATION; FULL LINE OF SELF-RESCUE AND PROTECTION APPARATUS, NAMELY, OXYGEN BREATHING UNITS, SUPPLIED-AIR RESPIRATORS, AND POWERED AIR-PURIFYING SYSTEMS (PAPRS) RESPIRATORS; CARTRIDGES, FILTERS, AIR TANKS AND OTHER COMPONENT PARTS FOR RESPIRATORS AND BREATHING UNITS; DUST MASKS; FULL LINE OF PROTECTIVE EYEWEAR, NAMELY, SAFETY GOGGLES, EYEGLASSES AND EYE SHIELDS; FACE-PROTECTION SHIELDS; EAR PLUGS AND EAR MUFFS TO ATTENUATE SOUND AND PROTECT HEARING; HARD HATS AND OTHER PROTECTIVE HELMETS; WELDING HELMETS; AIR MONITORING DEVICES AND SENSORS FOR MEASURING GASES AND VAPOR CONCENTRATION LEVELS; GAS DETECTORS FOR DETECTING THE PRESENCE OF CARBON MONOXIDE AND OTHER GASES; THERMAL-IMAGING CAMERAS FOR USE BY FIREFIGHTERS AND FOR SEARCH AND RESCUE; ENVIRONMENTAL SAMPLING AND TESTING INSTRUMENTS AND EQUIPMENT, NAMELY, ELECTRONIC LUMINOMETERS, AND RELATED SOFTWARE, DOCKING STATIONS AND BATTERIES, FOR DETECTING, MEASURING AND ANALYZING CHEMICALS, BIOLOGICAL SUBSTANCES, FOOD RESIDUES AND MICROBES; MICROBIOLOGICAL AND CONTAMINANT-TESTING INSTRUMENTS AND EQUIPMENT, AND SOFTWARE RELATED THERETO, FOR DETECTING, MEASURING AND ANALYZING BACTERIA, INCLUDING PATHOGENS SUCH SALMONELLA AND LISTERIA, ALLERGENS, TOXINS, VITAMINS,

ANTIBIOTICS, AND OTHER ORGANISMS AND SUBSTANCES; DIAGNOSTIC APPARATUS FOR TESTING FOOD; LABORATORY EQUIPMENT AND SUPPLIES, NAMELY, TEST TUBES, TEST TUBE CAPS, DIP STICKS, RACKS, MICROTITRE PLATES AND TRAYS; SECURITY SCANNERS AND READERS FOR USE IN READING PASSPORTS AND OTHER FORMS OF IDENTIFICATION; ANTI-THEFT AND LIBRARY MATERIAL CHECK-OUT SECURITY SYSTEMS; RADIO FREQUENCY IDENTIFICATION (RFID) TAGS AND READERS; COMPUTER SOFTWARE FOR SUPPLY CHAIN MANAGEMENT FROM SOURCE TO CONSUMPTION, NAMELY, FOR COLLECTING, STORING AND MANAGING DATA, AND REPORTING, EXECUTING AND TRACKING, IN CONNECTION WITH ENTERPRISE RESOURCE PLANNING, SUPPLIER ENABLEMENT, MANUFACTURING, INVENTORY CONTROL AND WAREHOUSING, ORDER FULFILLMENT, SHIPPING, TRANSPORTATION AND DELIVERY; COMPUTER SOFTWARE FOR USE IN THE MEDICAL AND HEALTH CARE FIELDS FOR PROCESSING CLAIMS FOR REIMBURSEMENT, MAINTAINING PATIENT AND MEDICAL RECORDS, CODING AND GROUPING DATA USED FOR MEDICAL AND HEALTH CARE RESEARCH, AND FOR REPORTING HEALTH TRENDS AND OTHER MEDICAL DATA; AND MEDICAL IMAGING SCANNERS AND RELATED SOFTWARE FOR CAPTURING IMAGES OF THE MOUTH AND TEETH FOR USE IN DENTISTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 0-0-1960; IN COMMERCE 0-0-1960.

FOR: FULL LINE OF SURGICAL AND MEDICAL MASKS, RESPIRATORS AND FACE AND EYE SHIELDS FOR MEDICAL AND HEALTH-CARE RELATED PERSONNEL; FULL LINE OF ORTHOPEDIC CASTINGS TAPES, SPLINTS, REINFORCING STRIPS, ELASTIC BANDAGES, AND SUPPORT BANDAGES AND COMPRESSION WRAPS; COMPOSITE FABRICS CONTAINING FIBERGLASS

AND RESINS FOR USE IN MAKING CASTS; PADDING FOR ORTHOPEDIC CASTS; ORTHOPEDIC CASTING TOOLS; FULL LINE OF STETHOSCOPES; FULL LINE OF SURGICAL MASKS, FACE SHIELDS, AND RESPIRATORY MASKS FOR MEDICAL PURPOSES; FULL LINE OF SURGICAL AND MEDICAL PROCEDURE DRAPES AND SHEETS; PATIENT ISOLATION DRAPES; MEDICAL-EQUIPMENT ISOLATION DRAPES; NON-ADHERENT SHEETING FOR BEDS, STRETCHERS AND EXAM TABLES; SURGICAL GOWNS; COMPRESSION BANDAGES; SURGICAL COMPRESSES; MEDICAL THERMOMETERS; FULL LINE OF MEDICAL ELECTRODES WITH OR WITHOUT CHEMICAL CONDUCTORS AND WET GELS FOR USE IN CARDIAC, ELECTROCARDIOGRAPH, ELECTROENCEPHALOGRAPH AND OTHER TYPES OF PATIENT MONITORING; LEADS AND CONNECTORS FOR USE WITH MEDICAL ELECTRODES; DEFIBRILLATION PADS; ELECTROSURGICAL PADS, PLATES AND ADAPTERS TO REMOVE RF CURRENT FROM A PATIENT'S BODY DURING ELECTROSURGERY; THERMAL COLD AND HOT PACKS FOR FIRST AID AND THERAPEUTIC PURPOSES; EYE PATCHES FOR MEDICAL USE; PADDING FOR USE BETWEEN MEDICAL EQUIPMENT AND PATIENTS OR FOR ELEVATING OR POSITIONING LIMBS; POUCHES FOR HOLDING SURGICAL AND MEDICAL INSTRUMENTS; ISOLATION POUCHES AND BAGS FOR STORING ORGANS, TISSUE AND OTHER BODY PARTS FOR TRANSPLANTS AND LABORATORY TESTING; FULL LINE OF STERILIZED AND NON-STERILIZED FASTENING AND COMPRESSION SURGICAL WRAPS; AUTOCLAVES FOR MEDICAL USE;

ORTHODONTIC APPLIANCES; DENTAL APPARATUS, NAMELY, INTRA-ORAL LIGHT SYSTEMS FOR CURING DENTAL MATERIALS, CERAMIC USED IN MAKING DENTAL CROWNS, BRIDGES AND OTHER RESTORATIVES; DENTAL INSTRUMENTS AND KITS COMPRISED OF SUCH INSTRUMENTS, NAMELY, MANDRELS, BURS, DISCS, CUPS, WHEELS, POINTS, BRUSHES AND ABRASIVE STRIPS USED TO GRIND, POLISH OR FINISH DENTAL RESTORATIVES; DENTAL INSTRUMENTS, NAMELY, SCISSORS, CRIMPING PLIERS, CONTOURING PLIERS AND IMPRESSION TRAYS; ELECTRONIC MIXERS FOR DENTAL COMPOUNDS; APPLICATORS AND DISPENSERS FOR DENTAL PRIMERS, CEMENTS, ADHESIVES, IMPRESSION MATERIALS AND RESTORATIVE MATERIALS; GLASS-FIBER POSTS USED IN DENTAL RESTORATIVE PROCEDURES; AND DENTAL PROPHYLAXIS ANGLES AND DENTAL PROPHYLAXIS CUPS FOR USE IN CLEANING TEETH AND DENTAL HYGIENE PROCEDURES, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 0-0-1960; IN COMMERCE 0-0-1960.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,237,168, 2,793,534 AND OTHERS.

SER. NO. 77-257,496, FILED 8-16-2007.

TARAH HARDY, EXAMINING ATTORNEY

# EXHIBIT 6



**Int. Cls.: 1, 3, 5, 9, 10 and 28**

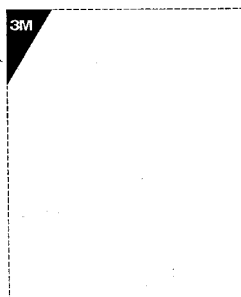
**Prior U.S. Cls.: 1, 4, 5, 6, 10, 18, 21, 22, 23, 26, 36, 38,  
39, 44, 46, 50, 51 and 52**

**Reg. No. 2,793,534**

**United States Patent and Trademark Office**

**Registered Dec. 16, 2003**

**TRADEMARK  
PRINCIPAL REGISTER**



3M COMPANY (DELAWARE CORPORATION)  
2501 HUDSON ROAD  
3M CENTER

ST. PAUL, MN 55144 , BY MERGER, BY CHANGE  
OF NAME MINNESOTA MINING AND MANU-  
FACTURING COMPANY (DELAWARE COR-  
PORATION) ST. PAUL, MN 55144

FOR: ETHYLENE OXIDE FOR USE IN THE  
STERILIZATION OF MEDICAL, LABORATORY  
AND FOOD HANDLING INSTRUMENTS AND  
EQUIPMENT; CHEMICAL AND STEAM INDICA-  
TOR STRIPS AND TAPE FOR USE WITH AUTO-  
CLAVES AND FOR TESTING THE STERILITY OF  
MEDICAL INSTRUMENTS AND EQUIPMENT; IN-  
DICATOR STRIPS FOR TESTING GLUTARALDE-  
HYDE, ETHYLENE OXIDE AND OTHER  
CHEMICAL SOLUTIONS AND GASES; INDICATOR  
STRIPS FOR TESTING FOR BIOLOGICAL CONDI-  
TIONS FOR USE IN SAFETY-MONITORING; INDI-  
CATOR STRIPS FOR INDICATING  
TEMPERATURES FOR USE IN THE STERILIZA-  
TION AND SAFETY-MONITORING; ASSAY AND  
REAGENT TEST KITS AND COUNT PLATES FOR  
FIELD AND LABORATORY TESTING FOR E COLI,  
COLIFORM, AND OTHER BACTERIA OR CON-  
TAMINANTS IN MEAT, DAIRY PRODUCTS AND  
OTHER TYPES OF FOOD, AND FOR TESTING TO  
DETECT YEAST AND MOLD; AND STERILIZA-  
TION MONITOR TESTING KITS CONTAINING  
INDICATOR STRIPS OR TAPE, REAGENTS AND  
RECORD KEEPING CARDS OR BINDERS FOR  
TESTING THE STERILITY OF SURGICAL AND  
MEDICAL INSTRUMENTS, EQUIPMENT, AND

SUPPLIES , IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26  
AND 46).

FIRST USE 11-0-1990; IN COMMERCE 11-0-1990.

FOR: NON-MEDICATED SKIN CARE PRO-  
DUCTS, NAMELY, CLEANSERS, CREAMS, LO-  
TIONS, MOISTURIZERS, BARRIER CREAMS AND  
EMOLLIENTS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51  
AND 52).

FIRST USE 1-0-1996; IN COMMERCE 1-0-1996.

FOR: FULL LINE OF BANDAGES, DRESSINGS  
AND MEDICAL TAPES, NAMELY, ADHESIVE  
BANDAGES, BANDAGES FOR SKIN WOUNDS,  
SURGICAL BANDAGES, WOUND DRESSINGS,  
NON-STICK PADS FOR USE AS MEDICAL DRES-  
SINGS, MEDICATED COMPRESSES, TRANSPAR-  
ENT MEDICAL DRESSINGS, HYDROCOLLOID  
DRESSINGS, COLOSTOMY DRESSINGS, ULCER  
DRESSINGS, MEDICAL ADHESIVE TAPES, SURGI-  
CAL TAPES, AND WOUND AND SKIN CLOSURE  
ADHESIVE STRIPS WITH OR WITHOUT ANTIMI-  
CROBIAL SOLUTIONS; GAUZE; WOUND HEAL-  
ING FILLERS WITH OR WITHOUT GAUZE;  
MEDICATED SKIN CARE PREPARATIONS; SUR-  
GICAL DISINFECTANTS AND PREPPING SOLU-  
TIONS; MEDICATED ANTISEPTIC HAND WASHES;  
AND CULTURE MEDIA, BACTERIOLOGICAL  
MEDIA AND DIAGNOSTIC PREPARATIONS FOR  
CLINICAL OR MEDICAL LABORATORY USE, IN  
CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 2-0-1991; IN COMMERCE 2-0-1991.

FOR: COMPUTER SOFTWARE FOR USE IN THE MEDICAL AND HEALTH CARE FIELDS FOR PROCESSING CLAIMS FOR REIMBURSEMENT, MAINTAINING PATIENT RECORDS, CODING AND GROUPING DATA USED FOR MEDICAL AND HEALTH CARE RESEARCH, AND FOR REPORTING HEALTH TRENDS AND OTHER MEDICAL DATA; AND FULL LINE OF RESPIRATORY FACE MASKS FOR FILTERING OUT GERMS, DUST AND POLLEN, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-0-1992; IN COMMERCE 5-0-1992.

FOR: FULL LINE OF ORTHOPEDIC CASTINGS TAPES, SPLINTS, REINFORCING STRIPS, ELASTIC BANDAGES, AND SUPPORT BANDAGES AND COMPRESSION WRAPS; COMPOSITE FABRICS CONTAINING FIBERGLASS AND RESINS FOR USE IN MAKING CASTS; PADDING FOR ORTHOPEDIC CASTS; ORTHOPEDIC CASTING TOOLS; FULL LINE OF STETHOSCOPES; FULL LINE OF SURGICAL MASKS, FACE SHIELDS, AND RESPIRATORY MASKS FOR MEDICAL PURPOSES; FULL LINE OF SURGICAL AND MEDICAL PROCEDURE DRAPES AND SHEETS; PATIENT ISOLATION DRAPES; MEDICAL-EQUIPMENT ISOLATION DRAPES; NON-ADHERENT SHEETING FOR BEDS, STRETCHERS AND EXAM TABLES; SURGICAL GOWNS; COMPRESSION BANDAGES; SURGICAL COMPRESSES; MEDICAL THERMOMETERS; FULL LINE OF MEDICAL ELECTRODES WITH OR WITHOUT CHEMICAL CONDUCTORS AND WET GELS FOR USE IN CARDIAC, ELECTROCARDIOGRAPH, ELECTROENCEPHALOGRAPH AND OTHER TYPES OF PATIENT MONITORING; LEADS AND CONNECTORS FOR USE WITH MEDICAL ELECTRODES; DEFIBRILLATION PADS; ELECTROSURGICAL PADS,

PLATES AND ADAPTERS TO REMOVE RF CURRENT FROM A PATIENT'S BODY DURING ELECTROSURGERY; THERMAL COLD AND HOT PACKS FOR FIRST AID AND THERAPEUTIC PURPOSES; EYE PATCHES FOR MEDICAL USE; PADDING FOR USE BETWEEN MEDICAL EQUIPMENT AND PATIENTS OR FOR ELEVATING OR POSITIONING LIMBS; POUCHES FOR HOLDING SURGICAL AND MEDICAL INSTRUMENTS; ISOLATION POUCHES AND BAGS FOR STORING ORGANS, TISSUE AND OTHER BODY PARTS FOR TRANSPLANTS AND LABORATORY TESTING; AND FULL LINE OF STERILIZED AND NON-STERILIZED FASTENING AND COMPRESSION SURGICAL WRAPS, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 6-0-1990; IN COMMERCE 6-0-1990.

FOR: ATHLETIC TAPE AND ATHLETIC SUPPORT AND COMPRESSION WRAPS FOR KNEES, WRISTS, ANKLES, ELBOWS, LEGS AND ARMS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 0-0-1993; IN COMMERCE 0-0-1993.

OWNER OF U.S. REG. NOS. 1,181,981, 1,234,260 AND OTHERS.

THE MATTER SHOWN IN BROKEN LINES INDICATES THE RELATIVE PLACEMENT OF THE MARK ON A TYPICAL PACKAGE FOR THE GOODS AND IS NOT CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 76-138,263, FILED 9-29-2000.

ALICIA COLLINS, EXAMINING ATTORNEY

# EXHIBIT 7



## Fraudulent Activity, Price Gouging, and Counterfeit Products

At 3M, we are committed to doing all we can to help combat the fraudulent, price gouging, and counterfeit activity that is unfortunately occurring in connection with COVID-19. Examples include people fraudulently representing themselves as being affiliated with 3M and having authentic 3M product to sell, selling (or offering to sell) 3M products at grossly inflated prices, selling counterfeit products falsely claimed to be from 3M, and falsely claiming to manufacture 3M products. In many cases, these scammers will try and secure funds in advance and then disappear once the money is received.

3M will not tolerate any such activity by 3M authorized channel partners and we will aggressively pursue third-parties that seek to take advantage of this crisis. We are working with law enforcement authorities around the world – including, in the U.S., the U.S. Attorney General, state Attorneys General, and local authorities.

We have also created a new **3M COVID-19 Fraud hotline** for the U.S. and Canada that end-users and purchasers of 3M products can call for information to help detect fraud and avoid counterfeit products. **You can reach this hotline by calling: 1 (800) 426-8688.**

In addition to the hotline, you can report a concern in the U.S. at [www.go.3m.com/covidfraud](http://www.go.3m.com/covidfraud). You can report a concern in Canada at [www.go.3M.com/covidfraud-en-ca](http://www.go.3M.com/covidfraud-en-ca) (English) or [www.go.3M.com/covidfraud-fr-ca](http://www.go.3M.com/covidfraud-fr-ca) (French).

3M recommends purchasing our products only from a 3M authorized distributor or dealer, as that offers the greatest assurance that you will receive authentic 3M products.

If you need help identifying 3M authorized distributors and dealers in your area, please contact **3M Help Center** at [www.3m.com/3M/en\\_US/company-us/help-center](http://www.3m.com/3M/en_US/company-us/help-center) or 1 (888) 364-3577 in the United States. In Canada, please contact **3M Canada Customer Service** at 1 (800) 364-3577.

**With regard to 3M respirators specifically, we are providing the following additional information to help stop price gouging and sales of counterfeit products:**

- 3M has not changed the prices we charge for 3M respirators as a result of the COVID-19 outbreak.
- We are actively working to eliminate price gouging, including making referrals to law enforcement where appropriate.
- To help customers identify and avoid inflated prices, we are now publishing current single-case list prices for many of the most common 3M N95 respirator models sold in the U.S.
- List prices for these models sold in Canada are similar on a currency-adjusted basis.

	Model #	List Price (USD)
Surgical N95 Respirators	1804	\$0.68
	1804S	\$0.68
	1860	\$1.27
	1860S	\$1.27
	1870+	\$1.78
Standard N95 Respirators	8210	\$1.02 - \$1.31
	8210Plus	\$1.18 - \$1.50
	8210V	\$1.48 - \$1.88
	8110S	\$1.08 - \$1.37
	8200	\$0.63 - \$0.80
	8511	\$2.45 - \$3.11
	9105	\$0.64 - \$0.81
	9105S	\$0.64 - \$0.81
	9210+	\$1.40 - \$1.78
	9211+	\$2.68 - \$3.40

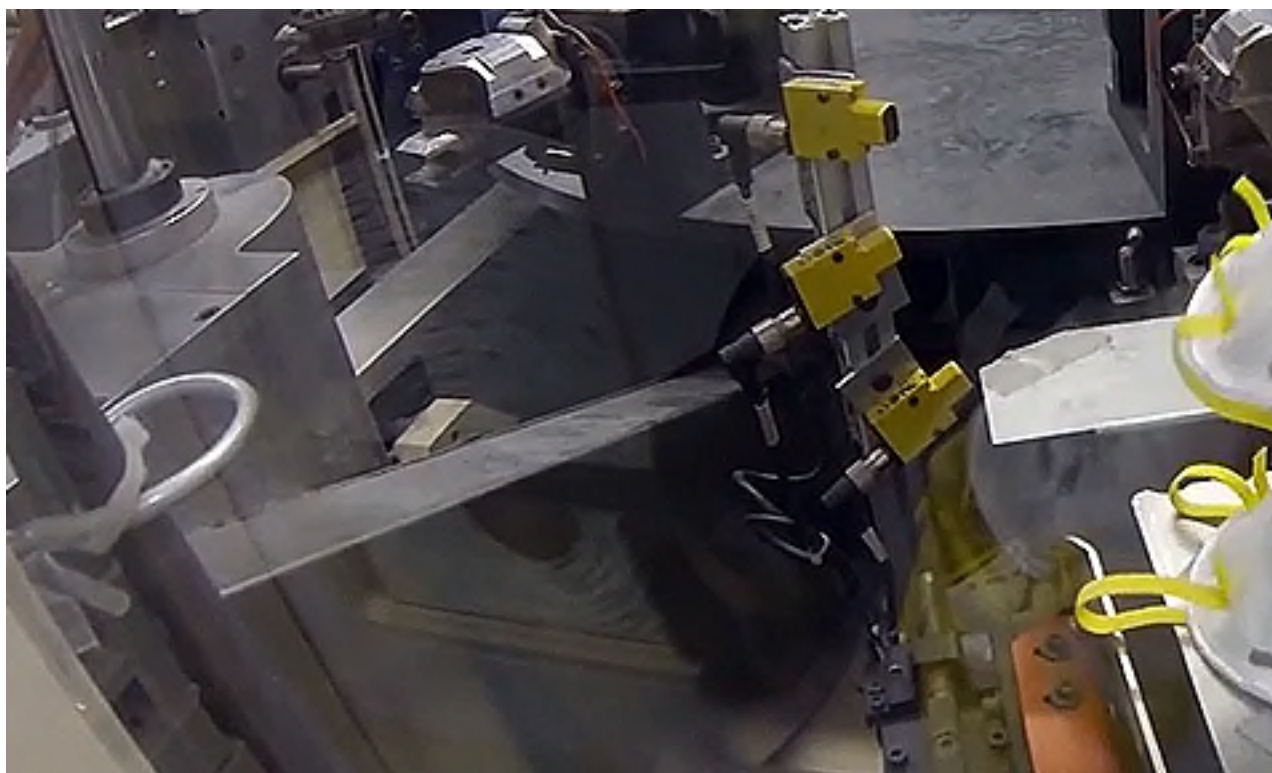
- These list prices are per respirator.
- Actual prices may be lower than these list prices, as negotiated between you and your chosen reseller.
- 3M has also worked to further accelerate delivery of respirators to critical end-users – both by utilizing our existing network of healthcare distributors and, where it makes sense to do so, shipping directly to end-user locations. Effective the week of March 23, the small volume of 3M filtering facepiece respirators being made available to critical industrial infrastructure is shipping directly to the specified end-user.
- 3M respirators should be sold only in 3M packaging, with model-specific user instructions accompanying the product.
- 3M respirators should not be sold individually or without packaging (including User Instructions).
- 3M has strict quality standards, and therefore products that have missing straps, strange odors, blocked valves, misspelled words, etc. are likely not authentic 3M respirators.

Finally, 3M personal protective equipment (PPE) is intended, labeled, packaged, and certified to meet the requirements of the countries in which 3M sells it. Those requirements differ around the world, including as it relates to, for example, respirator performance, local language, and local certification and approval for sale and use. As a result, 3M PPE imported from other countries may not meet local requirements. Please confirm such PPE meets all applicable requirements prior to use.

For technical assistance regarding the selection and use of 3M respirators, please contact your local 3M Technical Service team. In the U.S., you can call 1 (800) 243-4630. In Canada, you can call 1 (800) 364-3577.

**For more information, contact the 3M Help Center at 1 (888) 364-3577 in the United States. In Canada, please contact 3M Canada Customer Service at 1 (800) 364-3577.**

# EXHIBIT 8



## **3M COVID-19 Anti-Fraud, Anti-Price Gouging, and Anti-Cou**

### **Have a concern to report related to Fraud, Price Gouging or Count**

At 3M, we are committed to doing all we can to help combat the fraudulent, price gouging, and c will not tolerate any such activity by 3M authorized channel partners and we will aggressively pur enforcement authorities around the world – including, in the U.S., the U.S. Attorney General, State



## COVID-19 Fraud

*Please complete as much of the information requested below as possible. Fields marked with an asterisk (\*) are required. We request that you reply to that email and attach any copies of information that can help us to investigate the situation.*

### Requestor Information

**First Name\***

**Last Name\***

**Company Name**

**Email/Business Email Address\***

**Phone/Business Phone Number\***

**Government Agency Name (if applicable)**

**Country/Region\***

United States

**Account Type\***

Select One

## Alleged Solicitor/Seller Information

*Please provide as much information as possible.*

**Seller First Name**

**Seller Last Name**

**Seller Company**

**Seller Email**

**Seller Phone**

**Seller's Website**

## Fraud Product Details

**Product 1\***

Select One

**Product 1 Price**

**Product 1 3M SKU**

**Product 1 Quantity**

**Product 2**

Select One

**Product 2 Price**

**Product 2 3M SKU**

**Product 2 Quantity**

**Product 3**

Select One

**Product 3 Price**

**Product 3 3M SKU**

**Product 3 Quantity**

**How did the interaction take place?\***

Select One

**Interaction URL**

**Product Fraud Details\***

*Provide as much detail about the interaction as possible including how you first contacted the seller*

3M respects your right to privacy. 3M will collect, use, and disclose the personal information you provide to 3M to prevent fraud, price gouging and fraudulent activity, 3M may voluntarily share information with law enforcement agencies, 3M will have no control over that personal information.

Please be aware that the information you supply about yourself, or any aspect of 3M's operations, must be true and accurate. Information that, to the best of your knowledge, is correct. You will not be sanctioned for submitting false information. If you knowingly provide false or misleading information, it may result in disciplinary or judicial action.

[Submit](#)

# EXHIBIT 9

# Info

## Copy of COVID PPE Products-Price List (006)

E-mail attachment: C:\Users\jj054273\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\GVEIXDE8\Copy of COVID PPE Products-Price List (006).xlsx



Enable  
Editing

### Protected View

This file came from your email, so we opened it in a way that helps to keep your computer safe from viruses (just in case).

Don't worry—you can continue reading in this view. If you need to edit, and you trust this file, then enable editing.

[Protected View Settings](#)

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### Properties ▾

Size	12.6KB
Title	None
Tags	None
Categories	None

### Related Dates

Last Modified	3/26/2020 6:11 PM
Created	3/26/2020 3:02 PM
Last Printed	

### Related People

Author	 M P P
Last Modified By	 Alex Myers

[Show All Properties](#)



Info

New

Open

Save

Save As

Save As Kofax  
PDF

 Save as  
new  
version

Print

Share

Export

Publish

Close

Account



Info

New

Open

Save

Save As

Save As Kofax  
PDF

 Save as  
new  
version

Print

Share

Export

Close

Account

Options

# Info

## PPE Product List - pictures 3-26-20 (1)

Desktop » 3M



Convert

### Compatibility Mode

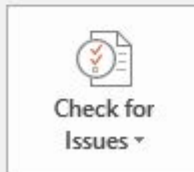
Converting this file will enable currently disabled features, which may result in layout changes.



Protect  
Presentation ▾

### Protect Presentation

Control what types of changes people can make to this presentation.



Check for  
Issues ▾

### Inspect Presentation

Before publishing this file, be aware that it contains:


- Document properties, author's name and cropped out image data
- Content that people with disabilities are unable to read

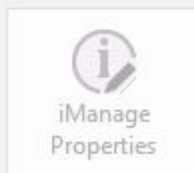


Manage  
Presentation ▾

### Manage Presentation

Check in, check out, and recover unsaved changes.

 There are no unsaved changes.



iManage  
Properties



### Properties ▾

Size	4.72MB
Slides	21
Hidden slides	0
Title	PowerPoint Presentation
Tags	Add a tag
Categories	Add a category

### Related Dates

Last Modified	3/30/2020 3:36 PM
Created	3/25/2020 10:10 AM
Last Printed	

### Related People

Author	 Kendel
	<a href="#">Add an author</a>
Last Modified By	 Alex Myers

### Related Documents

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The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

3M Company

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Carmine R. Zarlenga (pro hac vice); Dale Giali (SBN 150382); Keri E. Borders (SBN 194015)  
Mayer Brown LLP, 350 S. Grand Ave., 25th Floor, Los Angeles, CA 90071-1503  
Telephone: 213-229-9500; Facsimile: 213-625-0248

**DEFENDANTS**

RX2Live, LLC and RX2Live, Inc.

County of Residence of First Listed Defendant Utah County, Utah

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Overpayment of Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1114, 1124

Brief description of cause:

Trademark infringement; unfair competition; false endorsement; trademark dilution; false advertising

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$  
 TBD

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

04/19/2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ Carmine R. Zarlenga

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.